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ABSTRACT

This document is the 1972-74 collective bargaining agreement between Lehigh County Community College and Lehigh County Community College Faculty Association, an affiliate of PAHE/PSEA, NFA/NEA. Articles of the agreement cover definitions, recognition, rights of the college, maintenance of membership, check-off, rights of faculty in association, conference, use of college facilities, faculty assignments, personnel files, academic freedom, grievance and arbitration procedure, termination, leaves, benefits, salary, appointments, annual salary agreements, payroll deductions, no strike/no lockout, separability, complete agreement, miscellaneous, and duration of agreement. The appendix includes the dues check-off authorization card. (MJM)

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1972-74

COLLECTIVE BARGAINING AGREEMENT

between

LEHIGH COUNTY COMMUNITY COLLEGE

and

LEHIGH COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION

an affiliate of

PAHE/PSEA, NFA/NEA

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AGREEMENT

THIS AGREEMENT entered into this Tenth day of January, 1972, by and between Lehigh County Community College, Lehigh County, Pennsylvania, hereinafter called College and Lehigh County Community College Faculty Association an affiliate of (N.F.A./P.A.H.E.) (N.E.A./P.S.E.A.) hereinafter called Association shall be effective the first day of the 1972-73 academic work year.

DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply.

A. COLLEGE - The Lehigh County Community College, the public employer.

B. ASSOCIATION - Lehigh County Community College Faculty Association, an affiliate of PAHE/NFA, PSEA/NEA, the employee organization.

C. FACULTY OR FACULTY MEMBERS - those professional employees included in the appropriate bargaining unit set forth in Article I of this Agreement.

D. P.L.R.B. - Pennsylvania Labor Relations Board.

E. AGREEMENT - the Collective Bargaining Agreement negotiated between the Association and the College.

F. SPONSORS - the sponsoring school districts who are signators of the Articles of Agreement under which Lehigh County Community College exists.

G. BUDGET SUBMISSION DATE - January 14.

H. PRESIDENT - The President of Lehigh County Community College.

ARTICLE I - RECOGNITION

A. The "COLLEGE" hereby recognizes the "ASSOCIATION", pursuant to a P.L.R.B. election of December 1, 1970, and NISI order of certification, No. PERA-R-228-C, issued December 3, 1970, as the "employee organization" which has been certified by the aforementioned P.L.R.B. order of certification, as the exclusive representatives for all the employees in a subdivision of the employer unit comprised of TEACHING FACULTY, GUIDANCE COUNSELORS, LIBRARIANS, and STUDENT ACTIVITIES COORDINATOR, (hereafter called the "FACULTY" or "FACULTY MEMBERS"), but excluding the personnel in the following positions:

President
Assistant to the President
Dean of: Instruction
Technology
Liberal Arts and Sciences
Student Affairs
Administration
Director of: Data Processing Center
Admissions and Counseling
Continuing Education
Instructional Resources
Chairman of: Social Science Division
Language Arts Division
Health and Social Services Division
Industry and Technologies
Business Division
Mathematics Division
Science Division
and Coordinator of Practical Nursing
Placement Officer
Financial Aid Officer
Registrar
Accountant
Bookstore Manager
Food Service Manager
Recorder
All Classified Personnel

For the purposes of collective bargaining with respect to wages, hours, terms, and conditions of employment, subject to the provisions of Public Employee Relations Act.

B. If the College should subsequently create new positions, and if the parties cannot agree whether the position should be included within the unit, the final decision will rest with the P.L.R.B.

ARTICLE II - RIGHTS OF COLLEGE

A. The College, on its own behalf and on behalf of its sponsors, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred and invested in it by the laws of the Commonwealth of Pennsylvania and/or its sponsors.

B. The exercise of these rights, powers, authority, duties and responsibilities by the College, through its Board of Trustees, its President and his administrative staff, shall not be limited in any way except as specifically provided for in the terms and conditions set forth in this Collective Bargaining Agreement.

ARTICLE III - MAINTENANCE OF MEMBERSHIP

A. All faculty members who are members of the Association on the effective date of this Agreement, or who join the Association in the future, must remain members for the duration of this Collective Bargaining Agreement, except that faculty members may resign from the Association during a fifteen (15) day period immediately prior to the expiration of this Collective Bargaining Agreement.

B. The payment of membership dues and assessments during the period of Association membership pursuant to the terms and conditions of this Maintenance Membership provision shall be the only requisite employment condition.

C. The effective date for termination of employment of any faculty member who fails to comply with this Article shall be the end of the academic semester in which the faculty member's failure to comply with this Article occurs.

D. No faculty member shall be terminated under this Article unless:

1. The Association first has notified the faculty member by letter, explaining that he is delinquent in not tendering either periodic and uniformly required Association dues, and specifying the current amount of such delinquency, and warning him that unless such dues or assessments are tendered within ten (10) working days of such notice, he will be reported to the College for termination as provided in this Article, and

2. The Association has furnished the College with a copy of the letter sent to the Faculty Member and notice that he has not compiled with the Association's request. When requesting the College to terminate the faculty member, the Association shall further specify the following by written notice:

ARTICLE III - MAINTENANCE OF MEMBERSHIP

D. (Continued)

"The Association certifies that

_____
Name

has failed to tender either the periodic and uniformly required Association dues and/or assessments required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Article III - Maintenance of Membership, the College shall terminate this faculty member."

E. The College agrees that, within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the faculty member that his services shall be terminated at the end of the current academic semester.

F. The Association shall indemify and save the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article.

G. The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents, or members against any faculty member who refuses or fails to join the Association.

ARTICLE IV - CHECK-OFF

A. If authorized by a faculty member, by unrevoked written assignment on file with the College, the College will deduct from the faculty member's wages a sum equal to such faculty member's dues owed the Association. The dues deduction authorization card shall be in the form attached hereto.

B. A check-off shall commence for each faculty member who signs a properly executed authorization card within the fifteen (15) working days immediately following the first day of classes in any academic work year. Check-off authorization cards shall remain in effect for the duration of the Agreement unless withdrawn during the month of May.

C. Deduction of payments are to occur in approximately equal installments so that all such dues owed the Association would be paid by December 31 of each year.

ARTICLE IV - CHECK-OFF

D. The College and the Association agree that there shall be no discrimination, intimidation, restraint, coercion, harassment, or pressure by them or their officers, agents, or members against any faculty member who refuses or fails to execute an authorization card.

ARTICLE V - RIGHTS OF FACULTY IN ASSOCIATION

A. Pursuant to the provisions of the Public Employee Relations Act, the College recognizes that it shall be lawful for faculty members to join the Association and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, except as expressly limited by the terms and conditions of this Agreement and the provisions of the Public Employee Relations Act, provided all faculty members shall also have the right to refrain from any or all such activities.

B. The College and the Association agrees that there shall be no discrimination, coercion, or pressure, direct or indirect, against any faculty member who joins or who refuses to join the Association.

ARTICLE VI - CONFERENCE

A. The President of the College or his designated representative shall be available to meet with designated representatives of the Association at mutually convenient times on reasonable notice. The purpose of such meetings shall be to discuss matters related to the implementation and administration of this Agreement.

ARTICLE VII - USE OF COLLEGE FACILITIES

A. The College will provide an office for the Association. Such office shall be private and contain the usual office equipment. The Association may have its own outside telephone line. The Association will also be provided with an "inside" telephone extension. The outside telephone will be maintained, installed, and used at the expense of the Association.

ARTICLE VII - USE OF COLLEGE FACILITIES

B. Duly authorized representatives of the Association shall be permitted to transact Official Association business on College property, including regular and special meetings at reasonable times and within the limitations of due consideration for normal College operations. Requests for use of rooms shall be made with the Registrar, and will be made available to the Association in accordance with normal College policy.

C. The Association shall have the right to post its official communiques and use the College interoffice mail service and mail boxes for distribution of its official communiques. The Association shall have access to College equipment, i.e., typewriters, duplicating equipment, calculators, and A-V equipment, provided such equipment is not otherwise in use and such use is restricted to the College campus. The Association agrees to reimburse the College for cost of expendable materials used.

ARTICLE VIII - FACULTY ASSIGNMENTS

A. Academic year - Faculty appointments will normally be on a ten-month basis, including two semesters, as outlined in the academic calendar. In no case, however, will the academic work year for faculty on a ten-month appointment exceed the period of time extending from and including five (5) working days prior to the first day of classes in the fall semester to and including the day of spring commencement. However, during the week immediately following the final examination period for the spring semester, faculty shall only be required to report one (1) working day in addition to the day of the spring commencement. All new faculty members will report six (6) working days prior to the first day of classes in the fall semester.

B. Teaching faculty will normally know their tentative schedule two (2) weeks prior to the opening of a regular semester, subject to possible modification during the course of registration, and except for possible overload.

C. Academic responsibilities to the College and the Division shall include attendance and participation at necessary and scheduled College and divisional meetings, registration, and advisement commitments. All faculty members will be expected to meet these responsibilities during intersession as well as the period prior to the start of classes in each regular semester, and between final examinations and the end of each regular semester.

ARTICLE VIII - FACULTY ASSIGNMENTS

C. (Continued)

Actual work schedules during these special periods will be determined by the respective division chairmen and/or the supervising dean or director.

D. Faculty attendance at the spring commencement exercises is required. However, any academic attire necessary will be furnished by the College at no cost to the faculty member.

E. Faculty members on twelve (12) month appointment (twelve (12) month appointments are at the sole discretion of the College) shall be entitled to twenty-one (21) working days vacation. Such vacation time shall be earned at a rate of one and three quarters (1 3/4) days per month. Scheduling of all vacation time is subject to the approval of the dean/director. Non teaching faculty on twelve (12) month appointment for the 1971-72 fiscal year shall be given a one time option of selecting a ten (10) month appointment. The selection of a ten (10) month appointment by such non teaching faculty shall require an appropriate reduction (one sixth - 1/6) in salary.

F. Course assignments and schedules for teaching faculty will follow the procedure outlined by the College; however, within each division individual schedules may be assigned according to the procedure agreed to by the faculty members of the division concerned. Each division must submit, with the division chairman's signature, the procedure and/or method it agreed upon, in writing, to the appropriate dean for his approval. In addition, each individual faculty member's course assignments and schedule is subject to the approval of the division chairman and the appropriate dean.

G. Each teaching faculty member shall be required to post five (5) office hours per academic work week.

H. The teaching faculty member's teaching load shall be determined by the division chairman and the appropriate Dean. Fourteen (14) to sixteen (16) semester hours shall constitute a full academic semester teaching load with thirty (30) semester hours constituting a full academic year teaching load. In addition, three (3) laboratory hours shall be equivalent to two (2) semester hours. The College shall have the right to assign additional academic duties to those faculty members on a reduced teaching load.

ARTICLE VIII - FACULTY ASSIGNMENTS

I. Academic day - Teaching faculty are normally required to be available for assignment each academic day during the academic work year between the hours of 8:00 a.m. to 7:00 p.m.; this does not mean they must be on campus between the aforementioned hours.

J. All teaching faculty may be required to teach one course starting after 7:00 p.m. as part of their regular semester teaching assignment. A faculty member may, with his written consent, agree to teach more than one course starting after 7:00 p.m. An attempt will be made, subject to the instructional needs of the College, to provide a compact academic work day teaching schedule, not usually extending beyond eight hours (exclusive of overloads) in any one (1) academic work day. There shall be at least eleven and one-half (11 1/2) hours between the end of the last class of the day and the beginning of the first class the next day (exclusive of overloads).

K. The normal academic work day for non-teaching faculty shall be 9:00 a.m. to 5:00 p.m. or 8:00 a.m. to 4:00 p.m. with an hour for lunch. Variations of work schedules for non-teaching faculty will be subject to the needs of the College and/or division, and work assignments are at the discretion of the supervising dean and/or director. Evening assignments may be part of the academic work day for non-teaching faculty. Non-teaching faculty assigned to work on a Saturday shall receive compensatory time off.

L. Student advisement - the normal student advisement load for teaching faculty shall be determined by dividing the total number of students by the total full-time faculty.

M. The provisions of this Article shall not be applicable in areas of instruction and/or programs where requirements promulgated by State Boards of Licensings might necessitate such exceptions, e.g., Allied Health Programs.

ARTICLE IX - PERSONNEL FILES

A. The College shall maintain one official file for each faculty member.

ARTICLE IX - PERSONNEL FILES

B. This file shall include the following material:

his signed application form;
transcripts supporting his claim to academic work;
documents supporting his claim to professional training;
letters or records supporting his work experience;
copies of all annual contracts;
all documents relating to final resignation or termination;
all records and transcripts supporting the instructor's claim to continued growth after initial appointment;
information of a positive nature, indicating special competencies, achievements, scholarly research, academic, professional or other contributions;
any statement that the faculty member wishes to have entered in response to or in elaboration of material in his file;
all letters of intent;
all documents relating to his annual evaluation.

C. Faculty members shall receive a copy of all College originated documents before they are placed in his personnel file. Such file shall be available for review at reasonable times, to the faculty member. He may be accompanied by a representative of his choosing for such review.

ARTICLE X - ACADEMIC FREEDOM

A. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom subject matter which has no value to the teaching of his subject. In his role as citizen, the faculty member has the same freedom as other citizens. However, in his extramural utterances he has an obligation not to permit the implication that he is an institutional spokesman.

ARTICLE XI - MEET & DISCUSS

A. In accordance with Article VII, Section 702, Public Employe Relations Act:

"Section 702. Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of

ARTICLE XI - MEET & DISCUSS

A. (Continued)

discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Public employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by public employe representatives."

B. The College and the Association agree that the issues set forth below are not subject to Collective Bargaining as mandated in Article VII, Section 701, Public Employe Relations Act but are subject to Meet and Discuss upon the request of the Association.

C. Included within the scope of Meet and Discuss by the mutual agreement of both parties are:

1. Chapter III of the College's Policies and Procedures Manual

2. Faculty Evaluation

3. Procedures to improve faculty input to the Board of Trustees and its various Committees.

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

A. Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this Agreement, OR: The alleged arbitrary or discriminatory enforcement of the College's rules and regulations related to wages, hours, terms, and conditions of employment shall be processed as a grievance under the terms, conditions, and provisions set forth herein.

B. A grievance may be filed by a faculty member, group of faculty members, or the Association, and hereinafter called the grievant.

C. FIRST STEP: The grievant within ten (10) working days of the occurrence giving rise to the alleged grievance or within ten (10) working days of the date on which the grievant learned or should have learned of such occurrence, shall submit, in triplicate, a written grievance on a form provided by the College, one (1) copy to the division chairman, dean or director,

C. (Continued)

one (1) copy to the office of the President and one (1) copy to the Association. The division chairman, dean or director shall within five (5) working days of his receipt of the written grievance, deliver a written answer to the grievant. A copy of this answer will also be delivered to the Association and the office of the President.

D. SECOND STEP: If the action taken at the First Step fails to resolve the grievance, the grievant may, within five (5) working days after receipt of the written answer, deliver a written appeal to the Office of the President. The President or a party designated by him to hear and decide the matter (normally the Assistant to the President) shall within fifteen (15) working days following the receipt of such written appeal, and after a hearing duly convened after having given a minimum of five (5) working days notice, deliver an answer to the grievant. A copy of this answer will be delivered to the Association.

E. THIRD STEP: If the action taken at the Second Step fails to resolve the grievance, the grievant may within five (5) working days of the receipt of the written answer of the Second Step, submit the matter to binding arbitration by delivering written notice of such intent to the Office of the President.

F. Within ten (10) working days after such delivery of written notice of submission to arbitration, both parties will agree upon a mutually acceptable arbitrator from a list of arbitrators compiled by both the College and the Association, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

G. The selected arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of the hearing, if oral hearings are waived, then 30 calendar days from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusion on the issues.

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

H. The arbitrator shall have no power or authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement or to make any decision which would require the Commission of an act prohibited by law or which is violative of the terms of this Agreement.

I. The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor shall observations or declarations of opinion not essential to the reaching of the determination be submitted.

J. The decision of the arbitrator shall be final and binding on both parties.

K. The costs of arbitration shall be shared equally by both parties, but each party shall bear its own costs of presenting its case to the arbitrator. In the event the Association is not the grievant or does not represent the grievant, the costs of arbitration shall be shared equally by the College and the grievant, but each party shall bear its own costs of presenting its case to the arbitrator.

L. Failure of the grievant to appeal within the specified time limits shall mean the grievance has been abandoned by the grievant, and the grievance shall be deemed resolved in accordance with the last College answer, provided such answer is not in violation of the laws of the Commonwealth of Pennsylvania.

M. Failure of the College to answer a grievance within the specified time limits shall mean the grievance has been resolved by the remedy requested by the grievant, provided such remedy is not in violation of the laws of the Commonwealth of Pennsylvania.

N. Nothing contained herein shall be construed in limiting the right of a faculty member to resolve an alleged grievance informally with his immediate supervisor.

O. The Association may initiate a grievance at the Second Step of this Grievance/Arbitration Procedure.

P. The grievant may be accompanied by a representative of the Association at any Step of the Grievance/Arbitration Procedure. (Subject to the conditions set forth in Article VI, Section 606, Public Employee Relations Act.)

ARTICLE XII - GRIEVANCE/ARBITRATION PROCEDURE

Q. Section 606 - "Representatives selected by public employees in a unit appropriate for collective bargaining purposes shall be the exclusive representative of all the employees in such unit to bargain on wages, hours, terms and conditions of employment: Provided, That any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a Collective Bargaining Contract then in effect: And, provided further, That the bargaining representative has been given an opportunity to be present at such adjustment."

R. All records dealing with a grievance shall be filed separately from the Personnel Files of the participants.

S. No reprisals shall be taken against any faculty member for participating in any grievance.

T. Time limits set forth in this Article may be extended by written agreement executed by authorized representatives of the College and the Association.

ARTICLE XIII - TERMINATION

A. A faculty member having completed two (2) full academic years of employment as a full-time faculty member shall not be terminated from regular employment with the College except for just cause. Just cause shall include:

1. incompetent service (including neglect of or unsatisfactory performance of his academic responsibilities) or

2. physical or mental incapacity which substantially affects the faculty member's performance of his academic duties or

3. conviction of a felony involving moral turpitude or

4. the abolition of a faculty member's position (pursuant to procedures set forth in Appendix A-1) or

5. instrumental in causing a strike in violation of this Agreement

ARTICLE XIII - TERMINATION

B. Termination of a faculty member having completed the aforementioned two (2) full academic years of full-time employment as a faculty member, by non-renewal of an individual salary agreement or by dismissal shall be subject to the grievance/arbitration procedure as set forth in Article XII of this Agreement. In no case, however, shall the termination of a faculty member during his probationary period (the period of employment prior to the completion of two (2) full academic years of full-time employment as a faculty member) be subject to the provisions of this Article.

ARTICLE XIV - LEAVES

A. Sick Leave - Full-time faculty members, other than persons having a special term appointment, shall earn sick leave at the rate of one day per month of contract service. These credits shall become cumulative up to a maximum of one hundred twenty (120) days. The unit of computation for sick leave credits shall not be less than one-half day. Charges against earned sick leave credits shall be made only when absence for illness occurs on a scheduled academic work day. Sick leave credits cannot be earned for periods of leave-of-absence without pay. Faculty members who have not accumulated the necessary sick leave credit may be granted a maximum of ten days advance sick leave which shall be deducted from future accumulations of sick leave. Sick leave shall not be used when the faculty member becomes eligible for benefits under the College's Long Term Disability Insurance Program.

B. Sick Leave at Half-Pay - Long Term Disability Insurance

1. Sick leave at one-half (1/2) pay will be made available only after the faculty member is able to demonstrate that he will (or would) qualify for benefits under the College's Long Term Disability Insurance Program.

2. Upon exhaustion of earned sick leave and receipt by the College of reasonable medical assurances from a licensed physician that the faculty member's absence for medical reasons will be of sufficient duration to qualify the faculty member for Long Term Disability Insurance benefits, the College shall provide additional sick leave at one-half (1/2) pay for a period of time not to exceed the number of remaining work days necessary to complete the waiting period in effect before said faculty member becomes eligible to receive benefits (or would have become eligible to receive such benefits if he had elected to participate) under the College's Long Term Disability Insurance Program. In no case, however, shall the total number of additional sick days at one-half (1/2) pays exceed 50 days.

B. 3. All faculty during their first academic year (2 regular academic semesters) of full time employment with the College shall not be eligible to receive the above mentioned additional sick leave at one-half (1/2) pay. Such faculty will, however, upon request, be eligible to receive a maximum of ten (10) such days at one-half (1/2) pay upon receipt by the College of reasonable medical assurances from a licensed physician that the faculty member's absence for medical reasons would be of sufficient duration to qualify the faculty member for benefits under the Long Term Disability Insurance program.

4. The College may fill the position vacated by a faculty member who becomes eligible to receive benefits under the College's Long Term Disability Insurance program at the end of the academic year in which said faculty member became eligible to receive such benefits, unless the College receives reasonable medical assurance from a licensed physician that he will be able to return at the beginning of the next academic year.

C. Return from Extended Sick Leave - A faculty member returning from extended sick leave must present a doctor's certificate indicating his ability to return to all or part of his normal workload, and is required to have a review by a College appointed physician. The College, subject to the staffing needs of the Division/Department, reserves the right to require that such return shall coincide with the beginning of an academic semester.

D. Bereavement Leave

1. All faculty shall be allowed absence of up to four (4) consecutive calendar days in the event of death in the immediate family. The faculty member shall return to work the next regular working day following the expiration of the four (4) consecutive calendar days or the day following the burial of the deceased, and shall not forfeit any salary for any regular academic work days missed.

2. The term "immediate family" shall be understood to include the following: spouse, mother, father, sister, brother, son, or daughter. Similar absence will be granted in case of death of a near relative provided the relative resided in the same household as the faculty member immediately preceding death. All faculty members will be allowed up to one (1) day with no loss of pay to attend the funeral of a near relative.

E. Military Leave - Any faculty member who is required to render ordered military duty shall be granted a leave of absence without pay for the period of time required to fill his active military service obligation.

F. Military Reserve Leave - Any faculty member who takes the usual two-weeks military reserve duty leave during the academic work year, shall be granted a leave with pay and shall receive from the College pay equivalent to the difference between military pay and his normal salary for the same period (where military pay is less).

G. Jury/Court Leaves - On proof of the necessity of jury duty or attending court pursuant to subpoena or other order of the court, any faculty member shall be granted a leave of absence with pay. If the faculty member receives witness fees or any other compensation, his College pay shall be reduced accordingly.

H. Maternity Leave

1. Maternity leave shall be granted without pay by the College and shall commence approximately at the completion of the sixth month of pregnancy. After the sixth month, a monthly medical report is needed to continue employment. Faculty members will be expected to report pregnancies as soon as possible so as to permit arrangements for substitutes and to avoid, if possible, the changing of instructors during semesters. A faculty member who knows she is more than two (2) months pregnant, should not plan to start a semester of teaching. Sick leave shall not be granted for maternity purposes.

2. Said faculty member shall notify the College in writing within three months following the termination of pregnancy if she intends to return to full-time employment with the College for the next academic year. Failure to return to full-time employment within one (1) year following the termination of pregnancy and/or the failure to notify the College in writing within three months following termination of pregnancy of intent to return to full-time employment shall constitute voluntary termination.

I. Special Leave

1. Special leaves may be granted without pay at the sole discretion of the President for full-time faculty members.

2. Requests for such leave must be made in writing to the President at least six (6) months prior to the date such leave might take effect.

3. Written authorization by the President shall include all terms and conditions pertaining to their return to employment with the College.

I. 4. A copy of this authorization shall be forwarded to the Association President.

5. Full-time faculty members granted such leaves may continue the benefits provided by the College at no cost to the College. Payment to the College for the purchase of said benefits in behalf of the faculty member shall be made quarterly, with the first payment due the College on the effective date of the leave.

J. Association Leave

1. The Association President or the officially designated Association delegate shall upon proper request be granted Association leave to attend special meetings and/or conventions of the state or national affiliates of the local Association.

2. Such leave shall be limited to no more than three (3) days per academic year. The request for such leave shall be forwarded to the office of the President.

K. Sabbatical Leave

1. Sabbatical leaves may be granted for: planned travel, study, formal education, research, writing or other experience of professional value to the faculty member. The objective of sabbatical leave is to improve the quality of the faculty member's service to the College and/or Division.

2. A faculty member shall become eligible for sabbatical leave upon completion of six (6) years of continuous full-time employment at the College. Upon receipt of such leave, the faculty member shall not be eligible for another sabbatical leave under the provisions of this Article until he has completed an additional six (6) years of continuous full time employment after returning from his sabbatical leave.

3. Sabbatical leave may be granted for periods of one (1) academic year at one-half (1/2) his annual contracted salary or one (1) semester at one-half (1/2) his annual contracted salary.

4. The sabbatical leave salary shall be based upon the faculty member's annual contract salary for the academic year in which such leave is taken.

ARTICLE XIV - LEAVES

K. 5. Benefits such as retirement, insurance and the like shall continue in effect during the period of such leave.

6. Applications for leave are to be made in writing by December 1 of the preceding academic year, and include in specific detail for consideration by the President:

a. the projected program of professional development to be undertaken if leave is granted;

b. the reasons why the faculty member feels a sabbatical leave is necessary to complete the projected program;

c. an affirmation in good faith of intention to return to the College's employ for at least two (2) years following such leave.

7. The College will require as a condition of precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary (plus cost of benefits) received when on sabbatical leave in the event of the failure of the faculty member to return and complete the abovementioned service with the College.

8. Sabbatical leave shall not prejudice the faculty member's rights that he would have enjoyed had the leave not been granted.

9. The total number of sabbatical leaves which may be granted each academic year shall be equal to 1% of the total full-time faculty, but in no case less than one (1).

ARTICLE XV - BENEFITS

A. Insurance Benefits - The following insurance benefits will be provided for all faculty members at no cost to them, and shall continue in the same manner and at the same level as provided by the College during the academic year 1971-72.

1. Health Insurance - Blue Cross, Blue Shield, and Major Medical plans covering the faculty member, spouse and dependents.

ARTICLE XV - BENEFITS

A. 2. Life and Accidental Death and Dismemberment Insurance - a term life and A.D. & D. insurance policy equal to one and one-half (1 1/2) times (within $500) of the faculty member's annual contract salary (exclusive of overloads, summer session pay) will be provided for each faculty member.

3. Workman's Compensation Insurance - Workman's Compensation Insurance will be provided for each faculty member.

4. Travel Insurance - an accidental death policy in the amount of $100,000 to age 70; after age 70, the policy is limited to $25,000 for each faculty member (while traveling on College approved business).

B. Long Term Disability Insurance

1. The College shall establish a group long-term disability insurance program providing total monthly disability income equal to 60% of the covered monthly salary. However, the total disability income shall not exceed $1,000 per month. In arriving at this total monthly disability income, full credit shall be taken for income received from Social Security, Workman's Compensation and any disability income payable under any retirement or insurance plan for which contributions or payroll deductions are made by the College. In addition, such insurance shall provide contributions for annuity contracts. Such contributions shall not exceed 10% of the covered monthly salary at the time of disability.

2. Such benefits shall commence following a period of three (3) consecutive months of total disability, and continue during such disability until the faculty member reaches age 65.

3. Covered monthly salary used to determine benefits is one-twelfth (1/12) of the faculty member's basic annual salary (exclusive of overloads, summer school, and other forms of additional compensation).

4. The cost of such long term disability insurance shall be shared equally by the College and the faculty member for the 1972-73 academic year. Effective September 1, 1973 the full cost of the Long Term Disability Insurance shall be borne by the College.

ARTICLE XV - BENEFITS

B. 5. All faculty must enroll in the long term disability insurance program when they become eligible in accordance with the provisions of the policy then in effect.

C. Tuition Waiver - Tuition waiver for faculty members, their spouses and dependents at Lehigh County Community College will be provided subject to the following:

1. Full time faculty members will be permitted to take one degree credit course per semester.

2. Their spouses and dependent children will be permitted to take degree credit courses on a full-time or part-time basis, tuition free subject to payment of all fees and other ordinary charges.

D. Forgivable Loan Fund

1. The purpose of this fund shall be to provide financial assistance to full-time regular faculty members who pursue part-time graduate work.

2. Such assistance shall be in the form of a loan, granted upon submission of evidence of the successful completion of each course, and shall be forgiven at the rate of one-sixth (1/6) the amount of his indebtedness for each semester he remains in the College's employ as a regular full-time faculty member. Such forgiveness shall begin with the next full academic semester of employment immediately following the successful completion of each course.

3. The College shall make available to this loan fund a total of $1,500.00 for such loans during the 1972-73 fiscal year and $2,000.00 for the 1973-74 fiscal year.

E. Retirement

1. The College shall make contributions to the retirement system selected by the faculty member (either TIAA/CREF or PSERS) in accordance with the existing college policy (academic year 1971-72) and/or regulations of the retirement system so selected.

2. Retirement is mandatory at age sixty-five (65) (subject to provisions set forth in Appendix A-2).

ARTICLE XVI - SALARY

A. 1972-73 Academic Year

1. Faculty Salary Ranges: The below stated (minimum/maximum) salary ranges are for full-time faculty on ten-month contracts.

Fac/Rank	Assoc.Inst.	Instr.	Asst.Prof.	Assoc. Prof.	Prof.
Min. Sal.	$5,500	$ 7,500	$ 9,000	$10,500	$12,000
Max. Sal.	8,400	10,900	12,900	14,900	16,900

2. Salary Increases: A $600 salary increase shall be paid to each full-time faculty member employed by the College during the academic year 1971-72 who returns to full-time employment for the 1972-73 academic year. Such faculty on twelve month appointment shall receive 1.2 of the above stated salary increase. (Professional personnel returning on special term appointment shall be excluded from this provision.)

3. In the event the above mentioned salary increase would cause the faculty member's 1972-73 annual contract salary to exceed the above stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1971-72 annual contract salary and the above stated maximum for his academic rank.

B. 1973-74 Academic Year

1. Faculty Salary Ranges: The below stated (minimum/maximum) salary ranges are for full-time faculty on ten-month contracts.

Fac/Rank	Assoc. Inst.	Instr.	Asst.Prof.	Assoc.Prof.	Prof.
Min. Sal.	$5,500	$ 7,500	$ 9,000	$10,500	$12,000
Max. Sal.	9,000	11,500	13,500	15,500	17,500

2. Salary Increases: A $800 salary increase shall be paid to each full-time faculty member employed by the College during the academic year 1972-73 who returns to full-time employment for the 1973-74 academic year. Such faculty on twelve month appointment shall receive 1.2 of the above stated salary increase. (Professional personnel returning on special term appointment shall be excluded from this provision.)

3. In the event the above mentioned salary increase would cause the faculty member's 1973-74 annual contract salary to exceed the above stated maximum for his academic rank, the salary increase shall be equal to the difference between his 1972-73 annual contract salary and the above stated maximum for his academic rank.

ARTICLE XVI - SALARY

C. Overload Salary - All full time faculty, regardless of academic rank, shall receive two hundred dollars ($200) per semester hour.

D. Summer School Salary

1. All full time faculty, regardless of academic rank, shall receive three hundred dollars ($300) per semester hour.

2. Counselors on ten (10) month appointment, employed for counseling services during the summer months shall, regardless of rank, be paid at the rate of two hundred and ten ($210) per week or six ($6.00) per hour.

ARTICLE XVII - APPOINTMENTS

A. All full-time faculty members shall serve a probationary period which shall not exceed two (2) years of full-time employment with the College. This probation period will begin on the first day of the academic semester in which such faculty member qualifies as a full-time regular faculty member, and is not subject to the exclusions of the last paragraph of this Article (Paragraph G).

B. Full-time faculty members who have completed their probationary period shall not be terminated except pursuant to the provisions of Article XIII of this Agreement.

C. The salary of each full-time faculty member shown on his salary agreement shall be paid on a biweekly basis in accordance with the request of the faculty member, in either twenty-six (26) or twenty (20) approximately equal payments. Faculty members employed on a twelve (12) month basis shall receive twenty-six (26) payments.

D. Written notice that the annual salary agreement of a faculty member on probationary status is not to be renewed (such notice shall include a statement of reason(s) why the salary agreement is not to be renewed) shall be given as follows: not later than March 1 of each academic year of probationary service; or not later than three (3) months in the event the initial probationary appointment did not begin with the first regular semester of an academic year.

E. The non-renewal of a salary agreement of a faculty member on probationary status will not be subject to the grievance/arbitration procedure.

ARTICLE XVII - APPOINTMENTS

F. Dismissal of a faculty member on probationary status shall be upon thirty (30) days notice or pay in lieu thereof, and not be subject to the grievance/arbitration procedure.

G. The terms and conditions of this Collective Bargaining Agreement shall not apply, except as provided in Appendix A-2, to persons employed under special term appointments. Special term appointments are given professional personnel for a specific period of time not to exceed one (1) year. Such employees shall hold the rank of Lecturer.

1. Included in this category are such professional employees as:

a. those persons past the mandatory retirement age (Appendix A-2).

b. those persons employed to temporarily fill positions vacated by the regular full-time faculty members on extended leave.

c. those persons employed as short term substitutes for full-time faculty members.

d. those persons employed on a part-time irregular basis.

2. Persons employed under special term appointments shall be provided with a written personnel contract agreement setting forth the terms and conditions of such employment.

ARTICLE XVIII - ANNUAL SALARY AGREEMENTS

A. Every full-time faculty member shall be entitled to an annual salary agreement setting forth his academic rank, annual salary, and his employment status.

B. The College shall issue such agreements by March 15 of each academic year, and they shall be signed and returned by individual faculty members by April 15 of each academic year.

C. Failure of a faculty member to return his signed annual salary agreement by April 15 shall constitute voluntary termination.

ARTICLE XIX - PAYROLL DEDUCTIONS

A. If authorized by a faculty member, by unrevoked written assignment on file with the College, the College will execute deductions from the faculty member's wages for the following in accordance with procedures established by the College:

1. government bonds
2. United Fund
3. Credit Union (Allentown Teacher's Credit Union)
4. tax sheltered annuities and mutual funds
5. others as mutually agreed upon

ARTICLE XX - NO STRIKE, NO LOCKOUT

A. The Association agrees that there shall be no strike, picketing, sit-down, slowdown, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the life of this Agreement. The College agrees that no lockout against any or all of the employees shall take place during the life of this Agreement.

B. Any faculty member who is instrumental in causing a strike, whether or not officially authorized by the Association, shall be discharged with appeal or recourse only on the fact situation involved.

ARTICLE XXI - SEPARABILITY

A. In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that provision shall be null and void, but all other provisions of the Agreement shall continue in effect.

ARTICLE XXII - COMPLETE AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement which represents the complete agreement of the parties. Neither party shall be obligated to negotiate concerning wages, hours, or conditions of employment during the term of this Agreement, except to "meet and discuss" pursuant to the provisions of Article XI - Meet and Discuss.

ARTICLE XXIII - MISCELLANEOUS

A. The College will prepare copies of this Agreement after its ratification and will present a copy with reasonable promptness to all faculty now employed or hereafter employed. The College will also supply to the association ten (10) copies of this Agreement at no cost, plus more as needed at a reasonable cost.

B. The College agrees to pay a faculty member ten cents (10¢) per mile for use of his personal automobile while traveling on College approved business.

C. The College shall make every effort not to schedule committee and/or divisional meetings during the activities period the first Wednesday of each month. Furthermore, the College, subject to departmental needs, will, upon request from non teaching faculty members, grant such faculty member permission to attend all regular and special Association meetings scheduled during the College's regular activity period. The maximum number of requests shall not exceed 15 in any one academic year.

D. Faculty members may have pay checks mailed directly to their bank.

E. It is not the intention of either party to this Agreement to have any provision of this Collective Bargaining Agreement violate any individual's constitutional rights as guaranteed by the State of Pennsylvania or the United States Government.

ARTICLE XXIV - DURATION OF AGREEMENT

A. This agreement shall be in effect for the period starting the first academic working day of the 1972-73 Academic Work Year (_____) through and including the day immediately preceding the first academic working day of the 1974-75 Academic Work Year (_____) and shall continue automatically from year to year thereafter unless either party shall serve notice on the other of its desire to terminate, modify or amend this Agreement. Such written notice shall be served no later than one hundred and seventy two (172) calendar days prior to the College's budget submission date for the 1974-75 fiscal year so as to permit the parties to conform to the provisions of Article VIII, Public Employe Relations Act.

B. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

Lehigh County Community College

by James H. Campbell
Spokesman, Negotiating Team

by Anthony J. Bluso
Member, Negotiating Team

by George P. Hess
Member, Negotiating Team

Lehigh County Community College Faculty Association, an affiliate of (PAHE/NFA-PSEA/NEA)

by Robert R. Whitaker
Spokesman, Negotiating Team

by J. Robert Walker
Member, Negotiating Team

by John J. Larkin III
Member, Negotiating Team

Ratified by the Lehigh County Community College Faculty Association Membership on January 14, 1972.

Robert R. Whitaker
President
Lehigh County Community College Faculty Association

Ratified by the Lehigh County Community College Board of Trustees on March 2, 1972.

Muriel M. Berman
Secretary
Lehigh County Community College Board of Trustees

John G. Bernier
President
Lehigh County Community College

APPENDIX

A-1 Where termination of appointment is based upon financial exigency, or other reasons which are not discriminatory against a particular person or persons, such as discontinuance of an educational program for reasons such as lack of enrollment, changes in technology, changes in instructional methodology, reorganization of the College and lack of adequate financial support, the faculty member(s) involved shall be able to have the issue reviewed by the Association, with ultimate review of all controverted issues by the College. In every case of financial exigency or discontinuance of a program or department of instruction, the faculty member(s) concerned will be given notice as soon as possible. In lieu of six (6) months notice of discontinuance or release, the faculty member shall receive severance pay equal to one-half (½) of his current annual salary. Before terminating an appointment, the College will make every effort to place affected faculty members in other suitable positions. If an appointment is terminated before the end of the period of appointment, the released faculty member's place will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment and a reasonable time within which to accept or decline it. Appointment seniority (date which faculty member's appointment was approved by the Board of Trustees) shall be used to determine which faculty member shall be released. Those faculty with the least seniority shall be released first.

A-2 Employment shall terminate on the completion of the academic year in which the faculty member reaches his sixty-fifth (65) birthday. After that date, the College may, after receiving appropriate medical assurance attesting to said faculty member's ability to perform his assigned duties, offer the said faculty member a special term appointment not to exceed one year. These special term appointments may continue at the sole discretion of the College. The following terms and conditions shall apply to such faculty issued a Special Term Appointment.

1. Such faculty member shall become eligible for special term appointment subject to a physical examination indicating his health would permit reemployment.

2. Such faculty member shall hold the same academic rank he held as a regular full-time faculty member.

3. Such faculty member shall be entitled to one sick day for each month of employment (10 per academic year) as a faculty member on special term appointment. Such sick leave is non-accumulative.

4. Such faculty member shall be provided all other insurance coverage to the extent available at normal premium rates for regular full-time faculty members.

5. Such faculty member shall have the right to use the Grievance/ Arbitration Procedure, Article XII, except that the Association or any faculty member shall not have the right to grieve and/or arbitrate the decision of the College not to renew a Special Term Appointment.

DUES CHECK-OFF AUTHORIZATION CARD

In accordance with Article IV - Check-Off of the 1972-74 Collective Bargaining Agreement, I hereby authorize the College to deduct from my wages an amount equal to the Association's dues as certified by the Association's Treasurer. Such deductions shall occur in approximately equal installments so that the amount of the dues owed the Association will be deducted by December 31 of each year. This authorization shall remain valid for the duration of the 1972-74 Collective Bargaining Agreement unless I notify the College in writing such authorization is revoked. Such notice of revocation must be during the month of May.

Name _____
Type or Print

_____, _____
Signature of Faculty Member Date

Rec. by: _____

Date: _____

$_____ Dues certified by the Association Treasurer 1972-73.

$_____ Dues certified by the Association Treasurer 1973-74.